

# QUANTUM QUARTZ ™ RESIDENTIAL LIFETIME LIMITED WARRANTY

Thank you for choosing Quantum Quartz for your home!

Quantum Quartz is produced with the finest materials by highly qualified craftsmen and women. The quality of our products allow us to offer you a Lifetime Limited Warranty.

### TERMS AND CONDITIONS

Stone Warehouse of Tampa (SWOT) covers, under this Lifetime Limited Warranty, Quantum Quartz products (the "Product") to be free of manufacturing defects when the product is fabricated and installed in the interior of private single-family residences by an authorized Quantum Quartz Fabricator. This Residential Lifetime Limited Warranty is limited to the original purchaser (the "Owner") of the Product and is non-transferable. This warranty applies exclusively to Quantum Quartz products supplied by Stone Warehouse of Tampa.

Quantum Quartz products are rigorously inspected before delivery; however it's the Owner's responsibility to thoroughly inspect the product before installation. Thereafter it's the owner's responsibility if any damage occurs.

This Lifetime Warranty is Limited. All decisions regarding this warranty are at the sole discretion of SWOT. No representative, dealer, salesperson, distributor, fabricator or other persons are authorized to make any warranty or promises on behalf of SWOT with respect to Quantum Quartz products. If it is determined by SWOT that Quantum Quartz materials failed due to a manufacturing defect, SWOT will, at its sole discretion, repair or replace such materials. SWOT will strive to obtain the best possible resolution. The decision to repair or replace is at SWOT's sole discretion and an exact color match is not guaranteed.

This warranty applies only to Products that have been maintained according to the Quantum Quartz Care & Maintenance Guide (available upon request).

To request service under this warranty you must contact the company who sold you your Product within thirty (30) days of failure. You'll need proof of purchase.



SWOT shall not be responsible in either contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use or the inability to use the products covered by this warranty.

STONE WAREHOUSE OF TAMPA MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OR CONDITION, WHETHER WRITTEN OR ORAL, AND SWOT EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. TO THE EXTENT ALLOWED BY THE LOCAL LAW, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE NOT EXCLUDED HEREBY, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY PROVIDED HEREIN FOR THE PRODUCT WARRANTED.

#### **EXCLUSIONS OF THIS LIMITED WARRANTY**

• This Limited Warranty shall be null and void if the Product and/or services have not been paid for in full.

• This Limited Warranty does not cover any Product installed in a residence where the Owner is not the occupant or any product that has been moved from their original installation location.

• This Limited Warranty does not cover Products used in any commercial application. Commercial use includes but is not limited to, use in stores, rental properties, offices or any other place of business.

• This Limited Warranty does not cover Product installed in any outdoor application.

• This Limited Warranty does not cover Product used as flooring material.

• This Limited Warranty does not cover improper use or abuse including but not limited to, damage from mishandling of the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse and damage from improper care and maintenance.

• This Limited Warranty does not cover chips at edges or other areas caused by impact damage.

• This Limited Warranty does not cover scratches. Quantum Quartz is highly scratch resistant, but is not scratch proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance routine.



• This Limited Warranty does not cover routine maintenance including but not limited to, minor conditions such as removing stains and water spots or any damage that could have been avoided by following the techniques specified in the Quantum Quartz Care & Maintenance Guide.

• Failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by SWOT (available upon request) is not covered under this warranty. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.

• This Limited Warranty does not cover defects that were visible at the time of fabrication and were not avoided during fabrication. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation.

• This Limited Warranty does not cover seam appearance and performance, adhesives, caulk or other accessory items. Once the Product is installed, the two main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets or foundation, and thermal shock. Thermal shock can occur when a hot pan, dish or other receptacle or object is left on the countertop for longer than a brief period. Trivets or hot pads should always be used. These issues are not considered Product defects and are subject to proper care and maintenance by the Owner.

• This Limited Warranty does not cover chemical damage.

• This Limited Warranty does not cover creative use of the Product such as thermal bending or curving.

• This Limited Warranty does not cover Product that has been reduced in thickness.

• Securing mechanical fasteners directly into the Product is not covered under this warranty.

• This Limited Warranty does not cover failures due to inadequate support for the installation.

• This Limited Warranty does not cover any other cost incurred including but not limited to painting, plumbing, electrical, tile, cabinets, flooring etc. that may be necessary to modify, remove and or replace in the process rectifying a Quantum Quartz manufacturing defect covered under this warranty.

• This Limited Warranty does not cover transportation, freight, tear out, demolition in any form, disposal and re-installation, fabrication or associated cost beyond the cost of the product.

• Variations in the color, size, shape and distribution of the pattern of the natural quartz or the natural variations in background tone are inherent characteristics of the Product. Color



samples provided to consumers, dealers and fabricators are only representative and not an exact replication of what will be installed in your home. These variations are not covered under this warranty.

• This Limited Warranty does not cover spots or blemishes on mono colors smaller than a U.S. ten (10) cent coin and on multi colored materials smaller than a U.S. quarter (25) cent coin. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect Quantum Quartz's structural integrity or performance therein.

• Quantum Quartz materials contain important Product information on the back of each slab. Removing this product information will void this warranty.

• SWOT is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, and architectural/engineering design, and structural movement, acts of vandalism or accidents.

# CHOICE OF LEGISLATION

This Limited Warranty shall be interpreted exclusively under the laws of the State of Florida.

## INSPECTION

SWOT has the right to inspect the Product in question in order to assess any claim and must be allowed sufficient time to respond. All conclusions referring to Quantum Quartz manufacturing defect and/or affecting this Warranty shall be made by SWOT and shall be final and binding upon both parties.

## **REGISTRATION OF QUANTUM QUARTZ PRODUCTS**

To register for Quantum Quartz Residential Lifetime Limited Warranty, the Owner must fill out the Quantum Quartz Residential Lifetime Limited Warranty Registration Form. Call SWOT at 813-514-2140 and we'll provide you with this Form.

To make a claim under this Limited Warranty, the Owner of the Product must call SWOT at 813-514-2140 within thirty (30) days of the occurrence. We'll provide you with all the information you need to submit a valid writing claim and where to mail it.